



**SELECT BOARD**  
**TOWN OF TEWKSBURY**  
TOWN HALL  
1009 MAIN ST  
TEWKSBURY, MASSACHUSETTS 01876

JAY KELLY, CHAIR  
JAYNE E. WELLMAN, VICE CHAIR  
JAMES F. MACKEY, III, CLERK  
TODD R. JOHNSON, ESQ.  
ANNE MARIE STRONACH

(978)-640-4300  
FAX (978) 640-4302

Notice of Meeting  
Tuesday, March 8, 2022 at 6:45 p.m.  
Meeting Place: Town Hall, 1009 Main Street, Tewksbury, MA  
Jay Kelly, Chair  
Agenda

Executive Session

6:45 p.m. Town Manager's Contract

Scheduled Items

1. 7:00 p.m. Rare Hospitality International, Inc. d/b/a Long Horn Steakhouse - Change of Directors Application
2. 7:05 p.m. Market Al Fresca, LLC – New Wine and Malt Off Premise Liquor License Application

Residents

New Business

3. Supplemental Poll Workers Submission for Approval
4. Salem Five Charitable Contribution to the Police Department Acceptance
5. Property Exemptions Article

Town Manager

6. Hanover/MassHousing Update
7. Town Counsel Invoice: January 16, 2022 through January 31, 2022 and February 1, 2022 through February 15, 2022

Minutes: February 15, 2022 (reg. session)

Board Member Reports

Executive Session

Adjourn

Next Select Board Meeting Date:  
March 29, 2022  
Meetings are televised on Comcast Channel 99 and Verizon Channel 33

①

## Upton Connell & Devlin, LLP

**Contact for Joseph H. Devlin, Esq.**

**171 High Street  
Newburyport, MA 01950  
617-514-2837  
617-514-2825**

**Main Office:**

**112 Water Street, Suite 201  
Boston, Massachusetts 02109  
617-227-3277 (Tel)  
617-227-3222 (Fax)**

January 19, 2022

**Via Fed Ex**

Town of Tewksbury Board of Selectman  
1009 Main Street  
Tewksbury, MA 01876

Dear License Administrator:

I am writing on behalf of Rare Hospitality International, Inc. d/b/a Long Horn Steakhouse, which is a licensed entity in your community.

Per the letter you received from the Massachusetts Alcoholic Beverage Control Commission (the "ABCC"), a copy of which is also enclosed, the Licensee has been granted preliminary approval for a Change of Officer relative to all 15 of their Massachusetts locations using the "inverted approval process".

The Officer Change involves the appointment of Lindsey Koren and removal of Joseph Kern as Vice President and Secretary of GMRI, Inc., and the appointment of Angela Simmons and removal of William White as Director, President and Treasurer.

Due to the size of the transactions, the ABCC has reviewed and investigated the applications and found that the transaction is in compliance with M.G.L. Chapter 138. In addition to the LLA Form, please send the Application package and all other relative forms and documents back to the ABCC. **If you have any questions, you can call Investigator Caroline Wilichoski at 617-908-8562.**

Enclosed please find the following documents relative to the transaction for your records:

1. Letter from Ralph Sacramone, Executive Director of the Alcohol Beverage Control Commission (the "ABCC").
2. DOR and DUA Certificates.
3. Monetary Transmittal Form.



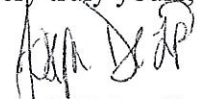
4. Retail alcoholic beverages application – change of officers.
5. CORI Request Forms for the new officers.
6. Proof of US Citizenship for the new officers.
7. Exhibits.
8. Certificate of Authorization.
9. Certificate of Organization.

Also enclosed, please find a check made payable to the Town of Tewksbury in the amount of \$50.00 for the filing fee.

We would appreciate you putting this on your next available meeting schedule. We will call shortly hereafter to see if you need us to attend the meeting, though we are anticipating from past experiences that many communities will not require it.

We look forward to speaking and working with you again. If you should have any questions with regard to this Application, please feel free to call my associate, Elizabeth Pisano, at 860-712-2799, or email her at [episano@ucdlaw.com](mailto:episano@ucdlaw.com).

Very truly yours,



Joseph H. Devlin



*Commonwealth of Massachusetts  
Department of the State Treasurer  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
Telephone 617-727-3040  
Facsimile: 617-727-1510*

**Jean M. Lorizio, Esq.**  
*Chairman*

December 23, 2021

LOCAL BOARDS

Franklin; Haverhill; Leominster; Mansfield; Marlborough; Millbury; North Attleborough; Reading; Saugus; Seekonk; Pembroke; Tewksbury; Raynham; Wareham; West Springfield

The Alcoholic Beverages Control Commission ("Commission") has received an application from Rare Hospitality International, Inc. for a Change of Officers/Directors in the above-noted cities and towns. Relative to the Officer Change, Lindsay L. Koren has replaced Joseph G. Kern as Vice President and Secretary and Angela Simmons has replaced William R. White as Director, President and Treasurer.

Due to the magnitude of these transactions, the Commission has received the information and documents provided by the licensee. The review was to determine whether the contemplated transaction is consistent with the provisions of M.G.L. c. 138. Based upon our review, we are satisfied that the transaction is consistent with the purposes of the law and would not result in the individual corporate licenses being deemed to be out of compliance with the applicable statute. Accordingly, this letter sets forth our recommended procedure for the processing of these applications.

Arrangements have been made for the Corporation to pay the \$200 application fees directly to the Commission. Therefore, no fee needs to be collected by the Local Board(s).

The Commission has reviewed and accepted copies of the following documents and instruments:

- 1) Application for a Change of Officers/Directors
- 2) CORI Request Forms
- 3) Vote of the Board of Directors
- 4) Updated Articles of Organization



Where there will be no change of existing managers, the Commission will not require that a Manager Form be completed, nor will the Commission require background information on the managers as such information should already be on file.

The applicant will contact you directly for processing the application. Please forward to the Commission the Local Licensing Authority Record. The Commission will require no other forms, documents, or information in connection with these applications.

Should you or your town counsel/city solicitor have any questions or require information or assistance, please contact Investigator Caroline L Guarino at (617) 727-3040, extension 735.

Sincerely,

Ralph Sacramone  
Executive Director

cc: Frederick G. Mahony, Chief Investigator  
Ryan Melville, Licensing Coordinator  
Joseph H. Devlin, Esq.

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 7e26192c-5fce-4831-8b1a-41d5e7caf6ad

Description	Applicant, License or Registration Number	Amount
SPECIAL PERMIT	Long Horn Steakhouse	\$3,000.00
		<b>\$3,000.00</b>

Total Convenience Fee: \$70.50

Date Paid: 1/19/2022 11:40:01 AM EDT

Total Amount Paid: \$3,070.50

Payment On Behalf Of

**License Number or Business Name:**  
Long Horn Steakhouse

**License Type:**  
SPECIAL PERMIT

Billing Information

**First Name:**  
John

**Last Name:**  
Connell

**Address:**  
112 Water Street

**City:**  
Boston

**State:**  
MA

**Zip Code:**  
02109

**Email Address:**  
episano@ucdlaw.com



**DOR COGS**  
**and**  
**DUA COC**



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner  
  
mass.gov/dor

Letter ID: L1871452864  
Notice Date: January 4, 2022  
Case ID: 0-001-392-101



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



RARE HOSPITALITY INTL INC  
401 PARK DR  
BOSTON MA 02215-3325

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, RARE HOSPITALITY INTL INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau





Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE



377901667

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

GMRI INC  
P.O. BOX 695011  
ORLANDO, FL 32869

EAN: 60069730  
November 16, 2021

Certificate Id:53352

The Department of Unemployment Assistance certifies that as of 11/16/2021, GMRI INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c. 149, §189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

**APPLICATION AND FORMS**





The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

00074-RS-1270

ENTITY/ LICENSEE NAME

Rare Hospitality International, Inc. d/b/a "LongHorn Steakhouse"

ADDRESS

1900 Andover Street

CITY/TOWN

Tewksbury

STATE

MA

ZIP CODE

01876

For the following transactions (Check all that apply):

☐ New License

☐ Change of Location

☐ Change of Class (i.e. Annual / Seasonal)

☐ Change Corporate Structure (i.e. Corp / LLC)

☐ Transfer of License

☐ Alteration of Licensed Premises

☐ Change of License Type (i.e. club / restaurant)

☐ Pledge of Collateral (i.e. License/Stock)

☐ Change of Manager

☐ Change Corporate Name

☐ Change of Category (i.e. All Alcohol/Wine, Malt)

☐ Management/Operating Agreement

☒ Change of Officers/  
Directors/LLC Managers

☐ Change of Ownership Interest  
(LLC Members/ LLP Partners,  
Trustees)

☐ Issuance/Transfer of Stock/New Stockholder

☐ Change of Hours

☐ Other

☐ Change of DBA

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS  
TRANSMITTAL FORM ALONG WITH  
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358





The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/abcc

APPLICATION FOR AMENDMENT  
-Change of Officers, Stock or Ownership Interest

☒ **Change of Officers/ Directors/LLC Managers**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- CORI Authorization
- Vote of the Entity
- Payment Receipt
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Change of Stock Interest**

(e.g. New Stockholders or Transfer or Issuance of Stock)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- CORI Authorization
- Financial Statement
- Vote of the Entity
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Payment Receipt
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Change of Ownership Interest**

(e.g. LLC Members, LLP Partners, Trustees etc.)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- CORI Authorization
- Financial Statement
- Vote of the Entity
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Payment Receipt
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Non-Profit Club Change of Officers/ Directors**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Payment Receipt
- Business Structure Documents -**Articles of Organization** from the Secretary of the Commonwealth

☐ **Management Agreement**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Management Agreement
- Vote of Entity
- Payment Receipt

\*If abutter notification and advertisement are required for transaction, please see the local licensing authority.

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

Rare Hospitality International, Inc.

Tewksbury

00074-RS-1270

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Lindsay L. Koren has replaced Joseph G. Kern as Vice President and Secretary. Angela Simmons has replaced William R. White as Director, President and Treasurer.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name

Title

Email

Phone

Joseph H. Devlin

Attorney

jdevlin@ucdlaw.com

617-514-2828



APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g.Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises(Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.

- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Lindsay Koren	Orlando, FL 32827		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Vice President & Secretary	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Colleen Lyons	Orlando, FL 32827		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Assistant Secretary	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Angela Simmons	Clermont, FL 34714		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Director, President & Treasurer	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
GMRI, Inc.	100 Darden Center Drive, Orlando, FL		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Member - see next page.	100%	<input type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☒ Yes ☐ No

CRIMINAL HISTORY

Has any individual listed in question 2, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☒ No



2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name		Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)	
GMRI, Inc.		100%	

Name of Principal	Residential Address	SSN	DOB
Angela Simmons	Clermont, FL 34714		
Title and or Position	Percentage of Ownership	Director	US Citizen
President, Treasurer and Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Lindsay Koren	Orlando, FL 32827		
Title and or Position	Percentage of Ownership	Director	US Citizen
Secretary and Vice President	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Colleen Lyons	, FL 32827		
Title and or Position	Percentage of Ownership	Director	US Citizen
Assistant Secretary	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Darden Restaurants, Inc.	100 Darden Center Drive, Orlando, FL		
Title and or Position	Percentage of Ownership	Director	US Citizen
100% owner of GMRI, Inc.		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No



2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Darden Restaurants, Inc.

Percentage of Ownership in Entity being Licensed  
(Write "NA" if this is the entity being licensed)

100% owner of GMRI, Inc.

Name of Principal

Publicly Traded Company

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

☐ Yes

☐ No

US Citizen

☐ Yes

☐ No

MA Resident

☐ Yes

☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

☐ Yes

☐ No

US Citizen

☐ Yes

☐ No

MA Resident

☐ Yes

☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

☐ Yes

☐ No

US Citizen

☐ Yes

☐ No

MA Resident

☐ Yes

☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

☐ Yes

☐ No

US Citizen

☐ Yes

☐ No

MA Resident

☐ Yes

☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

☐ Yes

☐ No

US Citizen

☐ Yes

☐ No

MA Resident

☐ Yes

☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

☐ Yes

☐ No

US Citizen

☐ Yes

☐ No

MA Resident

☐ Yes

☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

☐ Yes

☐ No

US Citizen

☐ Yes

☐ No

MA Resident

☐ Yes

☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes

☐ No



APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Joseph George Kern	Vice President & Secretary	0%
Name of Principal	Title/Position	Percentage of Ownership
Colleen Lyons	Assistant Secretary	0%
Name of Principal	Title/Position	Percentage of Ownership
William Roland White III	Director, President & Treasurer	0%
Name of Principal	Title/Position	Percentage of Ownership
GMRI, Inc.	Stockholder	100%
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 2, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages?    Yes ☒ No ☐    If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See Exhibit A			

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified identified in question 2, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?    Yes ☒ No ☐    If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See Exhibit B			

6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 4 or 5 ever been suspended, revoked or cancelled?    Yes ☒ No ☐    If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
	See Exhibit C		

7. FINANCIAL DISCLOSURE

Associated Cost(s): (E.g. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):”

Associated Cost(s):

0.00

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.



## APPLICANT'S STATEMENT

I, Colleen M. Lyons the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager  
Authorized Signatory  
of Rare Hospitality International, Inc.  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

6/21/21

Title:

Assistant Secretary



**CERTIFICATE OF AUTHORIZATION**

**CORPORATE VOTE**

The Board of Directors or LLC Managers of 

Rare Hospitality International, Inc.

Entity Name

  
duly voted to apply to the Licensing Authority of 

TEWKSDUN

City/Town

 and the  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 

06/17/21

Date of Meeting

For the following transactions (Check all that apply):

- ☒ Change of Officers/Directors/LLC Manager
- ☐ Change of Ownership Interest (LLC Members, LLP Partners, Trustees)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Management/Operating Agreement
- ☐ Other

“VOTED: To authorize 

Colleen M. Lyons

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted.”

A true copy attest,

Corporate Officer /LLC Manager Signature

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

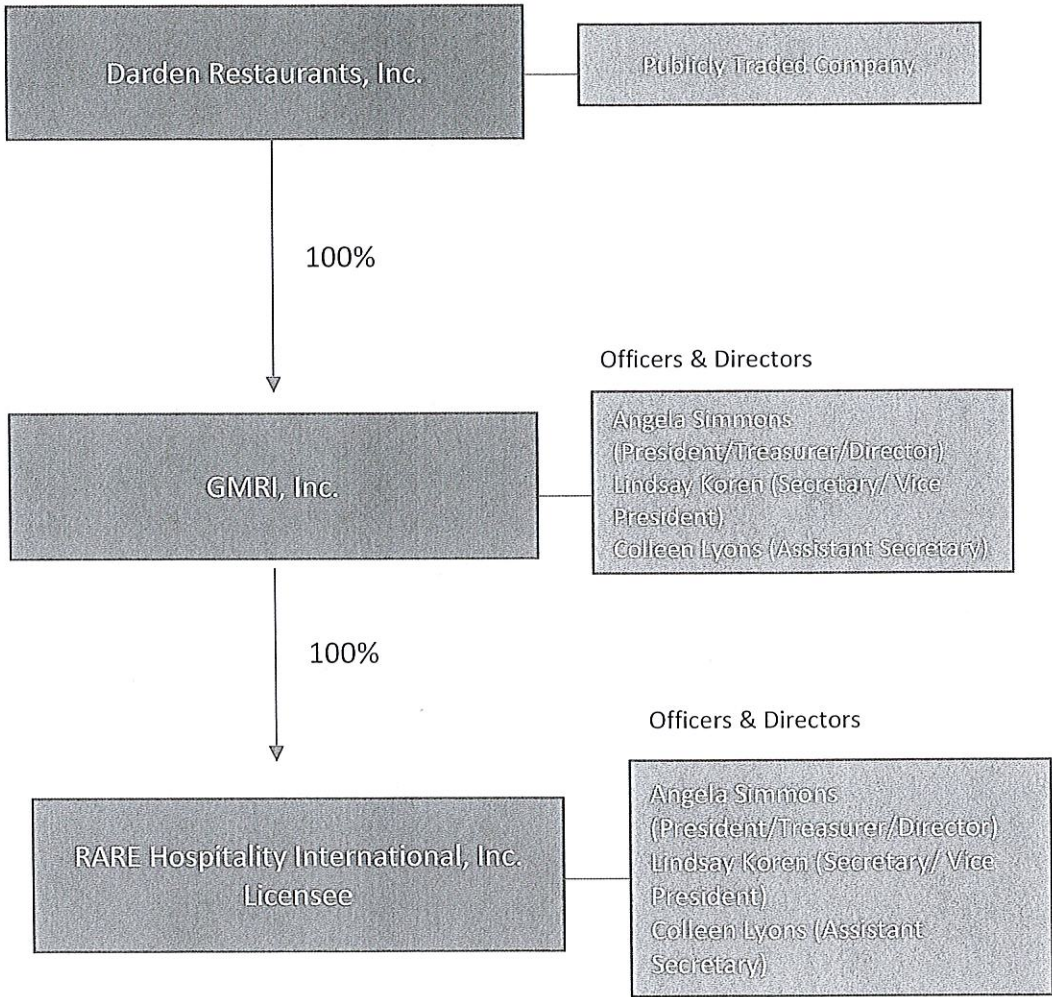
Colleen Lyons

  
(Print Name)

**ARTICLES OF INCORPORATION**



RARE Hospitality International, Inc. d/b/a/Longhorn Steakhouse  
Ownership Chart



# Corporations Division

## Business Entity Summary

ID Number: 000608167

Request certificate

New search

Summary for: RARE HOSPITALITY INTERNATIONAL, INC.

The exact name of the Foreign Corporation: RARE HOSPITALITY INTERNATIONAL, INC.	
Entity type: Foreign Corporation	
Identification Number: 000608167	Old ID Number: 000000000
Date of Registration in Massachusetts: 03-02-1998	
Last date certain:	
Organized under the laws of: State: GA Country: USA on: 12-29-1982	
Current Fiscal Month/Day: 05/31	Previous Fiscal Month/Day: 05/31
<b>The location of the Principal Office:</b>  Address: 1000 DARDEN CENTER DRIVE City or town, State, Zip code,      ORLANDO, FL 32837 USA Country:	
<b>The location of the Massachusetts office, if any:</b>  Address: City or town, State, Zip code, Country:	
<b>The name and address of the Registered Agent:</b>  Name: CORPORATE CREATIONS NETWORK INC. Address: 225 Cedar Hill Street #200 City or town, State, Zip code,      MARLBOROUGH, MA 01752 USA Country:	
<b>The Officers and Directors of the Corporation:</b>	



Title	Individual Name	Address
PRESIDENT	ANGELA M. SIMMONS	1000 DARDEN CENTER DRIVE ORLANDO, FL 32837 USA
TREASURER	ANGELA M. SIMMONS	1000 DARDEN CENTER DRIVE ORLANDO, FL 32837 USA
SECRETARY	LINDSAY L. KOREN	1000 DARDEN CENTER DRIVE ORLANDO, FL 32837 USA
ASSISTANT SECRETARY	COLLEEN H LYONS	1000 DARDEN CENTER DRIVE ORLANDO, FL 32837 USA
VICE PRESIDENT	LINDSAY L. KOREN	1000 DARDEN CENTER DRIVE ORLANDO, FL 32837 USA
DIRECTOR	ANGELA M. SIMMONS	1000 DARDEN CENTER DRIVE ORLANDO, FL 32837 USA

Business entity stock is publicly traded: ☐

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	100	\$ 0.00	100



Consent



Confidential Data



Merger Allowed



Manufacturing

View filings for this business entity:

- ALL FILINGS
- Amended Foreign Corporations Certificate
- Annual Report
- Annual Report - Professional
- Application for Reinstatement

View filings

Comments or notes associated with this business entity:

New search



# Corporations Division

## Business Entity Summary

ID Number: 591219168

Request certificate

New search

Summary for: GMRI, INC.

The exact name of the Foreign Corporation: GMRI, INC.		
The name was changed from: GENERAL MILLS RESTAURANTS, INC on 04-07-1995 The name was changed from: GENERAL MILLS RESTAURANT GROUP on 06-15-1987		
Entity type: Foreign Corporation		
Identification Number: 591219168		Old ID Number:
Date of Registration in Massachusetts: 04-06-1976		
Last date certain:		
Organized under the laws of: State: FL Country: USA on: 03-27-1968		
Current Fiscal Month/Day: 05/31		Previous Fiscal Month/Day: 05/31
The location of the Principal Office:  Address: 1000 DARDEN CENTER DRIVE City or town, State, Zip code,     ORLANDO,   FL   32837   USA Country:		
The location of the Massachusetts office, if any:  Address: City or town, State, Zip code, Country:		
The name and address of the Registered Agent:  Name:     CORPORATE CREATIONS NETWORK INC. Address: 225 Cedar Hill Street #200 City or town, State, Zip code,     MARLBOROUGH,   MA   01752   USA Country:		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
PRESIDENT	ANGELA M. SIMMONS	1000 DARDEN CENTER DRIVE ORLANDO, FL 32837 USA
TREASURER	ANGELA M. SIMMONS	1000 DARDEN CENTER DRIVE ORLANDO, FL 32837 USA
SECRETARY	LINDSAY L. KOREN	1000 DARDEN CENTER DRIVE ORLANDO, FL 32837 USA
ASSISTANT SECRETARY	COLLEEN H LYONS	1000 DARDEN CENTER DRIVE ORLANDO, FL 32837 USA
VICE PRESIDENT	LINDSAY L. KOREN	1000 DARDEN CENTER DRIVE ORLANDO, FL 32837 USA



DIRECTOR	ANGELA M. SIMMONS	1000 DARDEN CENTER DRIVE ORLANDO, FL 32837 USA		
Business entity stock is publicly traded: <input type="checkbox"/>				
The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:				
Class of Stock	Par value per share	Total Authorized No. of shares      Total par value		Total issued and outstanding No. of shares
CWP	\$ 1.00	50,000	\$ 50000.00	23,970
<div><input type="checkbox"/> Consent</div> <div><input type="checkbox"/> Confidential Data</div> <div><input type="checkbox"/> Merger Allowed</div> <div><input type="checkbox"/> Manufacturing</div>				
View filings for this business entity:				
<div>ALL FILINGS</div> <div>Amended Foreign Corporations Certificate</div> <div>Annual Report</div> <div>Annual Report - Professional</div> <div>Application for Reinstatement</div>				
<div>View filings</div>				
Comments or notes associated with this business entity:				
<div></div>				

New search

**LIST OF EXHIBITS**

**Change of Officer Application – Rare Hospitality International, Inc.**

**Exhibit A     LICENSES IN WHICH APPLICANT HAS AN INTEREST**

**Exhibit B -   LICENSES IN WHICH THE APPLICANT PREVIOUSLY HAD AN INTEREST**

**Exhibit C -   SUSPENSIONS, REVOCATIONS OR CANCELLATIONS**



EXHIBIT A

**EXHIBIT A**

**LICENSES IN WHICH THE APPLICANT HAS OR HAD AN INTEREST**

The ultimate 100% owner of the Licensee, Darden Restaurants, Inc., a publicly traded company, is a large, multi-national company with over 1500 restaurants across the United States, under several concept names, including Longhorn Steakhouse, Capital Grille, Capital Burger, Bahama Breeze, Season’s 52, Olive Garden, Eddie V’s, and Yard House. The company also divested itself of over 500 Red Lobster restaurants through sale, and has closed or sold other restaurants in multiple states, including Massachusetts.

Attached please find a list of Massachusetts restaurants ultimately owned by Darden. A complete list of licenses is not available.



List of MA Restaurants

<u>Restaurant</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
Olive Garden #1419	80 North Dartmouth Mall	North Dartmouth	MA	027474314
Olive Garden #1436	1240 Newport Ave.	South Attleboro	MA	027038004
Olive Garden #1511	1 Worcester Rd	Framingham	MA	01701
Olive Garden #1523	1095 Iyanough Rd	Hyannis	MA	026011830
Olive Garden #1626	728 Donald Lynch Blvd	Marlborough	MA	01752
Olive Garden #1639	422 Middlesex Road	Tyngsborough	MA	018791021
Olive Garden #1659	401 Technology Center Drive	Stoughton	MA	020724720
Olive Garden #1674	11 B Allstate Rd	Dorchester	MA	021251606
Olive Garden #1686	3 Orchard Hill Park Drive	Leominster	MA	014537019
Olive Garden #1730	102 Colony Place Rd	Plymouth	MA	02360
Olive Garden #1804	919 Riverdale Street	West Springfield	MA	01089
Olive Garden #1808	392 Patriot Place South TS Building	Foxborough	MA	02035
Olive Garden #1825	90 Pleasant Valley Ave	Methuen	MA	01844
Olive Garden #1868	7 Tobias Boland Way	Worcester	MA	01607
Olive Garden #1874	153 Andover St	Danvers	MA	01923
Bahama Breeze #3048	413 Middlesex Road	Tyngsborough	MA	01879
Seasons 52 #4530	6 Wayside Road	Burlington	MA	01803
Seasons 52 #4538	220 Boylston St. Chestnut Hills Mall	Newton	MA	02467
Yard House #8326	200 Legacy Place	Dedham	MA	02026
Yard House #8336	126 Brookline Avenue	Boston	MA	02215
Yard House #8348	340 Market Street	Lynnfield	MA	01940
Yard House #8381	108 Middlesex Turnpike	Burlington	MA	01803
LongHorn Steakhouse #5140	250 Franklin Village Drive	Franklin	MA	02038
LongHorn Steakhouse #5145	227 N Main St	Leominster	MA	014532219
LongHorn Steakhouse #5156	191 Boston Post Road W	Marlborough	MA	017521840
LongHorn Steakhouse #5158	1250 S Washington St Fashion Crossing Mall	North Attleboro	MA	02760
LongHorn Steakhouse #5181	59 Plaistow Rd	Haverhill	MA	01830
LongHorn Steakhouse #5196	1105 Riverdale St	West Springfield	MA	010894615
LongHorn Steakhouse #5226	70 Worcester Providence Drive Suite 635	Millbury	MA	01527
LongHorn Steakhouse #5233	800 Route 44	Raynham	MA	02767
LongHorn Steakhouse #5284	1910 Andover St	Tewksbury	MA	01876
LongHorn Steakhouse #5296	390 West St	Mansfield	MA	02048
LongHorn Steakhouse #5310	125 Church Street	Pembroke	MA	02359
LongHorn Steakhouse #5323	2421 Cranberry Highway	Wareham	MA	02571
LongHorn Steakhouse #5325	39 Walker'S Brook Drive	Reading	MA	01867
LongHorn Steakhouse #5518	80 Highland Avenue	Seekonk	MA	02771
LongHorn Steakhouse #5595	1325 Broadway	Saugus	MA	01906
Capital Burger #3202	159 Newbury Street	Boston	MA	02116
Capital Grille #8004	250 Boylston Street	Chestnut Hill	MA	024672001
Capital Grille #8028	10 Wayside Road	Burlington	MA	01803
Capital Grille #8047	900 Boylston St.	Boston	MA	02115
Eddie V's #8523	800 Boylston Street Suite 185	Boston	MA	01299
Eddie V's #8524	50 South Avenue	Burlington	MA	01803

EXHIBIT B



**EXHIBIT B**

**LICENSES IN WHICH THE APPLICANT HAS OR HAD AN INTEREST**

The ultimate 100% owner of the Licensee, Darden Restaurants, Inc., a publicly traded company, is a large, multi-national company with over 1500 restaurants across the United States, under several concept names, including Longhorn Steakhouse, Capital Grille, Bahama Breeze, Season’s 52, Olive Garden, Eddie V’s, and Yard House. The company also recently divested itself of over 500 Red Lobster restaurants through sale, and has closed or sold other restaurants in multiple states.

A complete list of previously-held licenses is not available.

EXHIBIT C



**EXHIBIT C**

**SUSPENSIONS, REVOCATIONS, OR CANCELLATIONS**

Darden Restaurants, Inc., a publicly traded company, owns over 1,500 affiliated restaurant locations across the United States under several different concepts, several of which operate in Massachusetts (Olive Garden, LongHorn Steakhouse, Capital Grill, Capital Burger, Yard House, Seasons 52). A list of suspensions for licenses held across the country by Darden Restaurants, Inc. and its affiliates is attached.

**GMRI, INC.**  
**RECORD OF LICENSE SUSPENSIONS**  
[updated 1/30/19]

**GMRI, Inc. and its affiliates own and operate over 1,600 restaurants in 50 states.**

**GMRI, Inc. d/b/a The Olive Garden Italian Restaurant**

<u>Rest. #</u>	<u>City, State</u>	<u>Occurrence</u>
#1096	Downers Grove, IL	License suspended for 1 day (6/26/89) for sale to minor.
#1156	West Dundee, IL	Suspended for 1 day (8/27/90) for sale to minor.
#1200	Maplewood, MN	2 day suspension (9/2-3/92) - failure to register the new general manager (also the local license holder)
#1096	Downers Grove, IL	License suspended for 1 day (7/13/95) for sale to minor.
#1411	Boulder, CO	License suspended for 1 day (1/28/96) for sale to minor.
#1289	Johnson City, TN	City beer permit suspended for 6 days (3/8 – 3/13/99) for sale to minor.
#1056	Independence, MO	License suspended for 1 day (8/4/99) for sale to minor.
#1388	Orange, CT	License suspended for 3 days (6/5, 6 & 7/00) for sale to minor.
#1306	Salt Lake City, UT	License suspended for 5 days 1/28 - 2/1/01 for sale to minor.
#1411	Boulder, CO	License suspended for 4 days 2/1-2/4/02 for sale to minor.
#1444	Concord, NH	License suspended for 3 days beginning 10/21/02 for sale to minor.
#1399	Salt Lake City, UT	License suspended for 5 days beginning 11/25/02 for improper dispensing.
#1104	Chattanooga, TN	City beer permit suspended for sale to minor (1/16-1/20/03).
#1249	Chino, CA	License suspended for 25 days beginning 5/13/04 for sale to minor.
#1536	Gurnee, IL	License suspended for 1 day (7/26/04) for sale to minor.
#1289	Johnson City, TN	City beer permit suspended for 5 days (11/2/04 – 11/7/04) for sale to minor.
#1593	Thornton, CO	License suspended for 1 day (3/22/05) for sale to minor.
#1511	Framingham, MA	License suspended 9/28/05 for non-sale to minor violations.
#1154	Arlington Heights, IL	License suspended for one day 1/3/06 for sale to minor.
#1729	Rome, GA	City license suspended for four days 12/5/07 – 12/8/07 for sale to minor.
#1729	Rome, GA	City license suspended for six days 8/5/08 – 8/10/08 for sale to minor violation.
#1609	Santa Fe, NM	License suspended for 1 day (07/02/10) for sale to minor.
#1121	Albuquerque, NM	License suspended for 1 day (09/12/10) for sale to minor.
#1847	Farmington, NM	License suspended for 1 day (11/12/10) for sale to minor.
#1534	Maple Grove, MN	License suspended for 2 days (08/01/2011-08/02/2011) for sale to minor.
#1881	Gainesville, GA	License suspended for 3 days (10/31/2011-11/02/2011) for sale to minor.
#1686	Leominster, MA	License suspended for 1 day (12/21/2011) for sale to minor.
#1411	Boulder, CO	License suspended for 2 days (06/03/2012-06/04/2012) for sale to minor.
#1727	Denver, CO	License suspended for 25 days; actively served 8 days (2/24/2013-3/3/2013) 17 days in abeyance for 1 year; sale to minor (3); Failure to provide documents.



#1644	Taunton, MA	License suspended for 1 day (09/25/2013) for sale to minor.
#1436	Attleboro, MA	License suspended for 1 day (11/18/2013) for sale to minor.
#1815	South Jordan, UT	License suspended for 10 days (10) for sale to minor (11/24/14 - 12/4/14).
#1206	Layton, UT	License suspended for 10 days (10) for sale to minor (7/29/15 – 8/8/15).
#1801	West Valley, UT	License suspended for 10 days (10) for sale to minor (8/10/15 – 8/20/15).
#1840	Las Cruces, NM	License suspended for one (1) day for sale to minor (3/25/16).
#1794	Spring Hill, TN	Beer license suspended for 18 days for sale to minor (5/11/16-5/28/16).
#1523	Hyannis, MA	License suspended for (1) day for sale to minor (2/6/16)
#1794	Spring Hill, TN	License suspended for seven (7) days for sale to minor (12/7/16 – 12/16/16).
#1893	Cleveland, TN	License suspended for four (4) days for sale to minor (12/11/16 – 12/14/16).
#1721	Memphis, TN	License suspended for five (5) days for sale to minor (12/11/16 – 12/15/16).
#1794	Spring Hill, TN	License suspended for forty (40) days for sale to minor (01/02/17 – 02/10/17).
#1847	Farmington, NM	License suspended for one (1) day (2/22/17) for sale to minor.
#1206	Layton, UT	License suspended for eighteen (18) days for sale to minor (4/24/17 – 5/12/17).
#1523	Hyannis, MA	License suspended for two (2) days for sale to minor (1/23/18 -1/24/18)
#1593	Thornton, CO	License suspended for 1 day (10/31/18) for sale to minor.
#1534	Maple Grove, MN	License suspended for 2 days (1/15/19-1/16/19) for sale to minor.

**GMRI, Inc. d/b/a Seasons 52**  
**Rest. #**    **City, State**

**Occurrence**

#4530	Burlington, MA	License suspended for 1 day (11/3/14) for sale to minor.
#4544	Lone Tree, CO	License suspended for 1 day (1/1/15) & 2 days in abeyance for 1 year for sale to minor.

**GMRI, Inc. d/b/a Red Lobster**  
**Rest. #**    **City, State**

**Occurrence**

#612	Gainesville, GA	License suspended for 4 days for a sale to minor (11/2, 3, 4, & 5/97).
#285	Chattanooga, TN	Suspension of city beer license for 30 days beginning 12/26/00 for sale to minor.
#60	Independence, MO	License suspended for 1 day 3/26/01 for sale to a minor.
#273	Rome, GA	License suspended for 4 days 11/07 -11/10/01 for sale to minor.
#285	Chattanooga, TN	City beer permit suspended for 30 days beginning 6/24/02 for sale to minor.
#36	Athens, GA	Suspended for 10 days beginning 11/5/02 for sale to minor.
#235	Alexandria, VA	License suspended for 5 days (3/26 - 3/30/03) for sale to minor.
#641	Grand Forks, ND	License suspended for 1 day (6/9/03) for sale to minor.
#6215	Lone Tree, CO	License suspended for 3 days (1/23-25, 2006) for sale to minor.
#0328	Northglenn, CO	License suspended for 3 days (4/28, 29 & 30, 2006) for sale to minor.
#6215	Lone Tree, CO	License suspended for 6 days (8/27-9/1, 2006) for sale to minor.

#0157	Golden Valley, MN	License suspended for 1 day (11/20/06) for sale to minor.
#6244	Orem, UT	License suspended for 6 days (1/8/07-1/13/07) for allowing guest to leave premises with an alcoholic beverage.
#0433	Kennesaw, GA	License suspended for 14 days (3/14/07-3/28/07) for sale to minor.
#0211	Richmond, VA	License suspended for 3 days (9/28/08 – 10/1/08) for sale to minor.
#6215	Lone Tree, CO	License suspended for 1 day (11/28/08) for sale to minor.
#6251	Maple Grove, MN	License suspended for 2 days (1/26 - 1/27/09) for sale to minor.
#0224	Blaine, MN	License suspended for 2 days (1/26-27/09) for sale to minor.
#0392	Smyrna, GA	License suspended for 1 day (11/23/09) for sale to minor.
#0749	Clovis, NM	License suspended for 1 day (5/20/11) for sale to minor.
#0600	Farmington, NM	License suspended for 1 day (7/4/14) for sale to minor.

GMRI, Inc. d/b/a Smokey Bones Barbeque and Grill

<u>Rest. #</u>	<u>City, State</u>	<u>Occurrence</u>
#7544	Gainesville, GA	License suspended for 7 days (4/15/04) for sale to minor.





**SELECT BOARD**  
**TOWN OF TEWKSBURY**  
TOWN HALL  
1009 MAIN ST  
TEWKSBURY, MASSACHUSETTS 01876

JAY KELLY, CHAIR  
JAYNE E. WELLMAN, VICE CHAIR  
JAMES F. MACKEY, III, CLERK  
TODD R. JOHNSON, ESQ.  
ANNE MARIE STRONACH

(978)-640-4300  
FAX (978) 640-4302

NOTICE

TOWN OF TEWKSBURY

Notice is hereby given in accordance with Chapter 138 of the Massachusetts General Laws that a public hearing will be conducted by the Select Board on Tuesday, March 8, 2022, 7:05 p.m. at Town Hall, 1009 Main Street, Tewksbury, MA, on the application of Market Al Fresca, LLC d/b/a The Market Al Fresca, 1768 Main Street, Unit 1, for Off-Premises Package Store, Wine and Malt Alcoholic Beverages and designate Mark Angluin as Manager of Record. The premises located at 1768 Main Street, Unit 1, Tewksbury, MA, is described as approximately 7200 square feet, has 2 exits and 1 entrance. Occupancy 119 and no seating. Contains 6 rooms which includes men and ladies bathrooms.

Input is welcome from the public. The Select Board recommends that comments be submitted in writing to the Select Board, Town Hall, 1009 Main Street, Tewksbury, MA 01876, on or before Friday, March 4, 2022 before 12:00 p.m.

2



**SELECT BOARD**  
**TOWN OF TEWKSBURY**  
TOWN HALL  
1009 MAIN ST  
TEWKSBURY, MASSACHUSETTS 01876

**CHECKLIST FOR SELECT BOARD PUBLIC HEARINGS**

Type of License/Hearing: ☐ Liquor ☐ Class I, II, III (Car) ☐ Common Victualler (Food) ☐ Other\*

If Liquor Please Indicate Type: new  
(New/Transfer/Alterations/Amendments/Changes)

\*Other, Please Explain: Expanding Market Al Fresca into vacant Aubets liquors.

Name and Address of Applicant: Mark Anglin 101 Surrey Ln Dracut 01826  
(please print)

Name and Address of Business: Al Fresca Ristorante 1788 Main St #234  
(please print)

Department Approvals Needed	Department Approvals Acted On	Signature of Town Official & Date
Community Development (Planning Board, Conservation Commission, Board of Appeals) Town Hall, Lower Level, 1009 Main Street – (978) 640-4370	<u>Ally Faulkner</u>	<u>1/28/22</u>
Building Department Town Hall, Lower Level, 1009 Main Street – (978) 640-4430	<u>PERMITS NEEDED FOR RENOVATIONS</u>	
Board Health Town Hall, Lower Level, 1009 Main Street – (978) 640-4470	<u>1/28/22</u>	
Dept. of Public Works D.P.W., 999 Whipple Road – (978) 640-4440	<u>H/A</u>	<u>1-27-22</u>
Fire Department Center Fire Station, 21 Town Hall Avenue – (978) 640-4410	<u>PERMITS NEEDED FOR FA/SPK-(Renovations)</u>	
Police Department 918 Main Street – (978) 851-7373 Non-Emergency	<u>2/2/22</u>	





APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="checkbox"/> Off-Premises-15	<input type="checkbox"/> \$15 Package Store	<input type="checkbox"/> Wines and Malt Beverages	<input type="checkbox"/> Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

An affiliated entity currently operates the existing market in Unit 3, 1768 Main Street. The applicant plans on leasing Unit 1 and moving the market operation to Unit 1. The liquor license would allow customers to purchase beer and wine to bring home to consume with purchased items.

Is this license application pursuant to special legislation? ☐ Yes ☒ No Chapter  Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name	<input type="text" value="Market Al Fresca LLC"/>	FEIN	<input type="text"/>
DBA	<input type="text" value="The Market Al Fresca"/>	Manager of Record	<input type="text" value="Mark Angluin"/>
Street Address	<input type="text" value="1768 Main Street, Unit 1, Tewksbury, Massachusetts 01876"/>		
Phone	<input type="text" value="(978) 804-6133"/>	Email	<input type="text" value="mark_angluin@yahoo.com"/>
Alternative Phone	<input type="text"/>	Website	<input type="text"/>

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Premises consists of 7200 square feet, has 2 exits and 1 entrance. Occupancy 119, no seating. Contains 6 rooms which includes men and ladies bathroom.

Total Square Footage:	<input type="text" value="7200"/>	Number of Entrances:	<input type="text" value="1"/>	Seating Capacity:	<input type="text" value="0"/>
Number of Floors	<input type="text" value="1 plus mezzanine"/>	Number of Exits:	<input type="text" value="2"/>	Occupancy Number:	<input type="text" value="119"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:	<input type="text" value="George C. Malonis, Esquire"/>	Phone:	<input type="text" value="(978) 453-4500"/>
Title:	<input type="text" value="Attorney for Applicant"/>	Email:	<input type="text" value="gcmpc@aol.com"/>



APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation

2/8/2022

State of Incorporation

Massachusetts

Is the Corporation publicly traded?

☐ Yes

☒ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g.Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises(Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Mark Angluin	101 Surrey Lane, Dracut, MA 01826		1
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	100%	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>
MA Resident			<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<div><input type="radio"/> Yes <input type="radio"/> No</div>	<div><input type="radio"/> Yes <input type="radio"/> No</div>
MA Resident			<div><input type="radio"/> Yes <input type="radio"/> No</div>

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<div><input type="radio"/> Yes <input type="radio"/> No</div>	<div><input type="radio"/> Yes <input type="radio"/> No</div>
MA Resident			<div><input type="radio"/> Yes <input type="radio"/> No</div>

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<div><input type="radio"/> Yes <input type="radio"/> No</div>	<div><input type="radio"/> Yes <input type="radio"/> No</div>
MA Resident			<div><input type="radio"/> Yes <input type="radio"/> No</div>

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<div><input type="radio"/> Yes <input type="radio"/> No</div>	<div><input type="radio"/> Yes <input type="radio"/> No</div>
MA Resident			<div><input type="radio"/> Yes <input type="radio"/> No</div>

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<div><input type="radio"/> Yes <input type="radio"/> No</div>	<div><input type="radio"/> Yes <input type="radio"/> No</div>
MA Resident			<div><input type="radio"/> Yes <input type="radio"/> No</div>

Additional pages attached?

☐ Yes

☐ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes

☒ No



APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Mark Angluin	Restaurant	Al Fresca Ristorante	Tewksbury

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease ☒

Landlord Name 1768 Main St Realty Trust

Landlord Phone

Landlord Email

Landlord Address P.O. Box 235, Tewksbury, MA 01876

Lease Beginning Date 2/1/2022

Rent per Month \$7800 yr 1; \$8400 yr 2;

Lease Ending Date 1/31/2025

Rent per Year \$9000 yr 3

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No



APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other * (Please specify below)	\$500,000
D. Total Cost	\$500,000

\*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
A1 Fresca Ristorante	\$250,000 Equipment
A1 Fresca Ristorante	\$250,000 Construction costs
Total	500,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Affiliated Business	\$500,000	Cash	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Applicant will utilize funds from an affiliated business for the equipment acquisition and construction costs. See supporting 3 months bank statements.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge?☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?



10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name

Mark Angluin

Date of Birth

SSN

Residential Address

Email

Phone

Please indicate how many hours per week you intend to be on the licensed premises

40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?

☒ Yes ☐ No

 \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2012	present	Owner	Al Fresca Ristorante	N/A

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?

☐ Yes ☒ No

 If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

man 08

Date

2/08/22



11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Address

Phone

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

☐ Yes ☒ No

☒ Yes ☐ No

☒ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality



11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee?Yes No
- b. Will the licensee retain control of the business finances?Yes No
- c. Does the management entity handle the payroll for the business?Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature: Title: Date:

Management Agreement Entity Officer/LLC Manager

Signature: Title: Date:

**ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.



Corporations Division

Business Entity Summary

ID Number: 001561366

Request certificate

New search

Summary for: MARKET AL FRESCA LLC

The exact name of the Domestic Limited Liability Company (LLC): MARKET AL FRESCA LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001561366

Date of Organization in Massachusetts:  
02-08-2022

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 1768 MAIN STREET, UNIT 1

City or town, State, Zip code,      TEWSKBURY, MA 01876 USA

Country:

The name and address of the Resident Agent:

Name: MARK ANGLUIN

Address: 101 SURREY LANE

City or town, State, Zip code,      DRACUT, MA 01826 USA

Country:

The name and business address of each Manager:

Title	Individual name	Address

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	MARK ANGLUIN	1768 MAIN STREET, UNIT 1 TEWSKBURY, MA 01876 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	MARK ANGLUIN	1768 MAIN STREET, UNIT 1 TEWKSBBURY, MA 01876 USA

☐ Consent

☐ Confidential Data

☐ Merger Allowed

☐ Manufacturing

View filings for this business entity:

- ALL FILINGS
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment
- Certificate of Consolidation

View filings

Comments or notes associated with this business entity:

New search



Limited Liability Company

Certificate of Organization

(General Laws Chapter 156C, Section 12)

Federal Identification No.: \_\_\_\_\_

(1) The exact name of the limited liability company:

Market Al Fresca LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:

1768 Main Street, Unit 1, Tewksbury, MA 01876

(3) The general character of the business:

Retail, food and beverage market

(4) Latest date of dissolution, if specified: \_\_\_\_\_

(5) The name and street address, of the resident agent in the commonwealth:

NAME	ADDRESS
Mark Angluin	101 Surrey Lane Dracut, MA 01826

(6) The name and business address, if different from office location, of each manager, if any:

NAME	ADDRESS
------	---------

(7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME	ADDRESS
Mark Angluin	

(8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME	ADDRESS
------	---------

(9) Additional matters:

Signed by (by at least one authorized signatory): Mark Angluin

Consent of resident agent:

I Mark Angluin Mark Angluin,  
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12\*

\*or attach resident agent's consent hereto.



COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

Limited Liability Company Certificate  
(General Laws Chapter 156C, Section 12)

I hereby certify that upon examination of this limited liability company certificate,  
duly submitted to me, it appears that the provisions of the General Laws relative  
thereto have been complied with, and I hereby approve said application; and the  
filing fee in the amount of \$ \_\_\_\_\_ having been paid, said application is deemed  
to have been filed with me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.  
time

Effective date: \_\_\_\_\_

WILLIAM FRANCIS GALVIN  
*Secretary of the Commonwealth*

Filing fee: \$500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY  
Contact Information:

Mark Angluin  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will  
be available in the rejected queue.

APPLICANT'S STATEMENT

I, Mark Angluin the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory  
 of Market Al Fresca LLC d/b/a The Market Al Fresca  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- I understand that all statements and representations made become conditions of the license;
- I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Mark Angluin Date: 2-08-22  
 Title: Manager



**ENTITY VOTE**

The Board of Directors or LLC Managers of 

Market Al Fresca LLC d/b/a The Market Al Fresca

Entity Name

  
duly voted to apply to the Licensing Authority of 

Tewksbury

City/Town

 and the  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 

February 8, 2022

Date of Meeting

For the following transactions (Check all that apply):

- ☒ New License
- ☐ Change of Location
- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Transfer of License
- ☐ Alteration of Licensed Premises
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Pledge of Collateral (i.e. License/Stock)
- ☐ Change of Manager
- ☐ Change Corporate Name
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Management/Operating Agreement
- ☐ Change of Officers/  
Directors/LLC Managers
- ☐ Change of Ownership Interest  
(LLC Members/ LLP Partners,  
Trustees)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Change of Hours
- ☐ Other
- ☐ Change of DBA

“VOTED: To authorize 

Mark Angluin

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted.”

“VOTED: To appoint 

Mark Angluin

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.”

A true copy attest,

ma gl

Corporate Officer /LLC Manager Signature

Mark Angluin

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

**LIMITED LIABILITY COMPANY AGREEMENT**

This Agreement, dated February 8, 2022, is between the following parties (the "Original members"):

Mark Angluin, an individual and resident at 101 Surrey Lane, Dracut, MA 01826.

**BACKGROUND**

- 1. The Original Members intend to form a limited liability company, to be named, Market Al Fresca LLC (the "L.L.C."), under the Chapter 156C of the Massachusetts General Laws by the filing on February 8, 2022 a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts (the "Certificate"); and
- 2. This Agreement sets forth the understanding of the Members concerning, among other things, their respective rights and duties and with respect to the L.L.C.

**TERMS AND CONDITIONS**

The Original members agree as follows:

**Section 1.** Formation of the L.L.C.; Original Members

- 1. Effective date of Agreement; formation of L.L.C.

This Agreement shall be effective on the date (the "Effective Date") on which the Original Members signing and dating it shall have done so. Promptly after they have signed this Agreement, the Members shall cause to be delivered to the Commonwealth of Massachusetts, Secretary of State for filing:

- a. an L.L.C. Certificate of Organization (the "Certificate") substantially identical in form and content to that attached to this Agreement

- 2. Admission of Original Members.

Immediately upon the formation of the L.L.C., its members (the "Member") shall include:

Mark Angluin



3. Admission of L.L.C. promptly after the formation of the L.L.C., Members shall sign this Agreement on behalf of the L.L.C. and the L.L.C. shall become a party of this Agreement.

**Section 2.** Name of L.L.C.; purposes and powers, etc.

1. L.L.C. name, purposes, etc.  
The business and affairs of the L.L.C. shall be conducted solely under the name set forth in the Certificate, and its purposes, registered agent, registered office, duration and form of management shall be solely as set forth in that document.

2. L.L.C. Powers.

The L.L.C. shall have all powers identified in the Act, section 7, II.

**Section 3.** Fiscal year.

The fiscal year of the L.L.C. shall be the calendar year.

**Section 4.** Capital contributions.

Promptly after the formation of the L.L.C., each member shall contribute the amounts/properties described on the attached Schedule "A" to the L.L.C. No Member shall be entitled to interest on this contribution nor to the return of the contribution except in connection with the L.L.C.'s dissolution. No Member may make additional contribution to the L.L.C. without the consent of all other members.

**Section 5.** Allocations and distribution; draws.

1. Allocations and distributions.

Each Member shall be entitled to allocations of L.L.C. profits and losses and to allocations of distribution of L.L.C. assets on the basis of his contribution.

2. Draws.

Each Member shall be entitled to draw upon his share of L.L.C. profits as the majority of the Members shall determine from time to time.

**Section 6.** Management of L.L.C.

1. Participation in L.L.C. management; allocation of votes.

The management of the L.L.C. shall be vested in its members.

2. Number of votes of Members; voting requirements.



On each L.L.C. matter, each member shall have one vote equal to his/her percentage of member/ownership interest. A majority of member votes shall control.

3. Agency.

Mark Angluin, as member/manager, shall have the power, right and authority to act as agent for the L.L.C. on all L.L.C. matters.

**Section 7.** Requirement of consent for transfers of L.L.C. Memberships and interest; pledges, etc.; admission of new members; Member dissociations and cash-outs.

1. Right of First Refusal.

(a) Offers by a Member.

Any Member who desires to transfer (other than to a Permitted Transferee, or other than as a result of insolvency or bankruptcy, the foreclosure of any pledge or hypothecation, any other involuntary transfer or assignment or death, or otherwise by process of law, which shall be governed by the next succeeding paragraph) the whole or any portion of his, her or its interest as a Member of the LLC shall be under an obligation, before selling or otherwise transferring such interest, to offer such interest in writing to the LLC for liquidation by it at the then fair value of such interest and in such offer (and as an essential part thereof) to state the name and address of the proposed transferee and the price or consideration, if any, to be paid by such transferee, and to deliver to the LLC together with such offer, to be held and dealt with by it subject to the provisions of this Section 7, (I) the certificate or certificates, if any, representing such interest and (II) an assignment, duly executed in blank by the Member, duly transferring such interest. The LLC may, at any time within 30 days after the receipt by it of any such offer, elect to accept such offer by so notifying the Member in writing. Upon the LLC's election to accept any offer or exercise any option under these provisions, it shall be the obligation of the Member to make every reasonable effort to reach an agreement with the LLC as to the fair value of the Member's interest in the LLC.

(b) Determination of Fair Value.

If the LLC and the Member are unable within a period of 30 days from the date of the acceptance of an offer by the LLC under Section 7 (a) hereof to agree upon the fair value of the Member's interest at the time of the offer, such fair value shall be determined by appraisal by a board of appraisers as hereinafter provided. In the event that such appraisal shall not have been initiated within a period of one year from the date of the acceptance of such offer by the LLC, such offer shall be deemed to have been withdrawn. Either the LLC or the Member may initiate the proceedings for such appraisal by written notice to the other and in such notice (and as an essential part thereof) shall designate the name and address of an appraiser willing to act. If either the LLC or the Member, as the case may be, shall fail, neglect or refuse within the time provided to designate a second appraiser willing to act, the other party shall have the right (upon not less than five days' prior written notice to the defaulting party, stating in such notice the time and place at which application is to be made) to make application to the Appointing Agent for



the appointment of a second appraiser who shall for all purposes have the same standing and power as if said second appraiser had been seasonably appointed by such defaulting party. The two appraisers first appointed shall appoint a third appraiser, but if they shall fail, neglect or refuse to appoint a third appraiser within 10 days after the appointment of the second appraiser, either already appointed shall have the right (upon five days' prior written notice to the other appraiser, stating in such notice the time and place at which the application is to be made) to make application to the Appointing Agent for the appointment of a third appraiser. The third appraiser appointed by the Appointing Agent shall have the same standing and power as though he or she had been seasonably appointed by the two appraisers first appointed. Any appraiser appointed pursuant to these provisions may resign as such by written notice to both the LLC and the Member. If any designated appraiser refuses or ceases to serve for any reason, an appraiser to fill such vacancy shall be appointed by the party or by the two appraisers first appointed or by the Appointing Agent, as the case may be, whomever or whichever made the original appointment, or in case such authority making the original appointment fails, neglects or refuses to fill such vacancy, in the manner hereinbefore provided in case such authority had failed, neglected or refused to make the original appointment. The appraiser so appointed to fill such vacancy shall have the same standing and power as though originally appointed. The board of appraisers shall forthwith upon their appointment hear the parties and their witnesses and determine the fair value of the Member's interest at the time of the offer, provided that the only evidence, if any, as to the earnings of the LLC that shall be considered by the board of appraisers or taken into account by them in determining the fair value of the Member's interest at the time of the offer shall be the earnings as set forth on the books of the LLC. The board of appraisers shall also determine the apportionment of the costs of such appraisal between the Member and the LLC and shall notify in writing both the Member and the LLC of its determinations. Any determination by a majority of the board of appraisers shall be final. If either party shall fail, neglect, or refuse to appear at the hearings appointed by the board of appraisers, the board may act in the absence of such party.

(c) Settlement.

On or before the 60<sup>th</sup> day (hereinafter called the "Settlement Date") after the fair value of the Member's interest shall have been determined by agreement or by appraisal as herein provided, the LLC shall deliver to the Member in cash or by check an amount equal to 10 percent of the fair value of the Member's interest. Thereafter, on each quarterly anniversary of the date of such first payment, the LLC shall deliver to the Member an amount equal to 5 percent of the fair value of the Member's interest until the full fair value of the Member's interest has been paid to the Member. Any Member whose interest in the LLC is liquidated by the LLC under the provisions of this Section shall cease to be a Member on the Settlement Date.

(d) Classification of Payments Under Section 7.

It is the intention of the Member and the LLC that all payments made by the LLC on account of the Member's interest in accordance with this Section shall constitute payments in liquidation of such interest within the meaning of Section 736 of the Code. It is the further intention of the Member and the LLC that such payments [shall be considered a distributive share to the Member of Profits of the LLC under Section 736(a)(1) of the Code] or [shall be solely in exchange for the



interest of the Member in the property of the LLC, including the goodwill of the LLC, under Section 736(b)(1) of the Code, except that amounts, if any, attributable to unrealized receivables (as defined in Section 751(c) of the Code) of the LLC as of the Settlement Date shall be deemed to be made under Section 736(a)(1) of the Code].

(e) Failure of LLC to Liquidate Interest.

If the LLC does not elect to accept the offer of a Member, or having accepted such offer, fails to liquidate the Member's interest pursuant to the terms hereof, the LLC shall forthwith return to such Member the certificate or certificates, if any, representing the Member's interest and the assignment delivered to the LLC by such Member together with such offer. Such return of any certificate or certificates and assignment to such Member after such acceptance shall not deprive such Member of any right which he, she or it may have to damages, specific performance or any other remedy for such failure to purchase, at law or in equity. Notwithstanding the foregoing, no transferee may become a Member other than upon compliance with Section 7 [regarding required consent of Member-Managers to admission of any Member to the LLC, necessary to avoid the characteristic of free transferability of interests].

(f) Failure of Member to Comply.

In case any Member fails, neglects or refuses, in default of these provisions, to offer and to transfer any interest to the LLC or to transmit or to deliver to the LLC any certificate or certificates representing said interest and the assignment duly executed by such Member transferring in blank the interest, then so long as such default continues or until the interest is transferred to the LLC and retransferred by it, said interest shall not have any voting power or be entitled to any distributions hereunder. No transfer or other disposition of an interest in the LLC in violation of the provisions of this Section shall be valid or entitle any Member or any transferee of a Member to have any interest transferred upon the books of the LLC.

(g) Miscellaneous Provisions.

- (1) Every Member and every person claiming through or under a Member shall be held by the fact of the acceptance of an interest in the LLC by such Member to have assented to the provisions of this Section 7 and to hold his, her or its interest subject thereto.
- (2) The LLC may at any time, and from time to time, waive its rights hereunder as to any interest, in whole or in part, and to any extent.
- (3) Any action of the LLC in electing to liquidate or in liquidation or in requiring the transfer to it of any interest under the provisions of this Section 7, or in appointing appraisers, or in paying for an interest, or in waiving any of its rights hereunder, shall require and may be effected by a vote of a majority in number of the non-Transferring Member.
- (4) Permitted transfers. Notwithstanding the above provisions, any Member may transfer his respective shares to his spouse or children or to a Trust or other legal entity to which he maintains a controlling interest.



## 2. Pledges.

No Member shall pledge any portion of his membership rights or his L.L.C. interest without the consent of a majority of the other Members.

## 3. Admission of new Members.

No person shall be admitted as a new Member of the L.L.C. except with the consent of a majority of the members.

## 4. Voluntary withdrawal by Member.

### a. Right of members to withdraw.

Any member may voluntarily withdraw from the L.L.C. without penalty upon 60 days' notice to the L.L.C.

### b. L.L.C. payment for L.L.C. interest of withdrawing Member.

If a Member voluntarily withdraws from the L.L.C. under Section 7.4, his Membership in the L.L.C. shall be terminated as of the date of his withdrawal and, subject to section 7.7 (concerning Member expulsions), the L.L.C. shall pay him a reasonable amount upon reasonable terms for his L.L.C. interest, as agreed among himself and the remaining Member at the time of withdrawal.

## 5. Death or disability of Member.

In the event of the death, bankruptcy or determination of disability or incompetence or other permitted withdrawal (an "Event of Withdrawal") of a Member during the term of this Agreement, the Company shall liquidate the interest in the Company of the Member to whom such Event of Withdrawal has occurred at the fair value of the Member's interest in the Company in the manner, at the time, and upon the conditions set forth in this Section 7, with all payments made by the Company on account of such Member's interest in the Company to constitute payments made in liquidation of such interest within the meaning of Section 736 of the Internal Revenue Code of 1986, as amended (the "Code"). It is the intention of the parties hereto that all payments made in liquidation of the Member's interest in the Company as specified above shall be solely in exchange for the interest of the Member in property of the Company, including the goodwill of the Company, under Section 736 (b)(1) of the Code, except that amounts, if any, attributable to unrealized receivables (as defined in Section 751(c) of the Code) as of the date of the Event of Withdrawal shall be deemed to be made under Section 736(a)(1) of the Code. Notwithstanding anything to the contrary contained in this section 7, the Members may by unanimous agreement, at the time an Event of Withdrawal occurs, provide for such other or additional terms and conditions as to determinations of value, schedules of payments and nature of payments, as Member, to be in lieu of those set forth in this Section 7.

## Section 8. Duties of Member.

### 1. Duty of best efforts, etc.

Each member shall use his best efforts to promote the business of the L.L.C. No member is expected to devote substantially all of his professional efforts to the L.L.C.'s



business and affairs; as all members are involved in other matters, unless such Member is employed as an employee of the L.L.C.

2. Duty of case; fiduciary duty.  
In carrying on the business and affairs of the L.L.C.:

- (a) each Member shall use the same care as he would use in conducting his own affairs; but
- (b) no member shall be a fiduciary of the other Members of the L.L.C.

**Section 9.** Records and reports.

1. Books of account.  
The L.L.C. shall maintain proper books of account, which shall comply with all applicable federal income tax regulations (the "Regulations") and with generally accepted accounting practices as applicable to limited liability companies.

2. Annual reports relating to tax return preparation.  
Within 60 days after the close of the fiscal year of the L.L.C., the L.L.C. shall prepare and deliver to the Members written reports which shall contain all information in the possession of the L.L.C. that is reasonably necessary to enable the Members to prepare their federal income tax returns.

**Section 10.** Confidentiality.

1. Members' duty of confidentiality.  
During the period in which any Member holds a Membership in the L.L.C. and at all times thereafter, the Member shall, subject to section 10.3, maintain in confidence all Confidential Information as defined in Section 10.2).

2. Definition of Confidential Information.  
Confidential Information means all information relating to the L.L.C., its products, services, operations and members that meets the following tests:

- a. Economic value.  
It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
- b. Secrecy.  
It is the subject of efforts that are reasonable in the circumstances to maintain its secrecy.

Confidential Information also includes the terms of this Agreement.



**Section 11.** Dissolution.

The L.L.C. shall dissolve if any Member dies unless, within 90 days after his/her death, Members holding a majority of capital and profit interest in the L.L.C. vote to continue it.

**Section 12.** Arbitration.

1. Mandatory arbitration.

Any dispute among the Members concerning the L.L.C. that they cannot resolve among themselves shall be finally resolved by arbitration by a single arbitrator.

2. Method for choosing arbitrator.

If the members cannot agree among themselves as to the person who shall serve as their arbitrator, they shall request the Boston office of the American Arbitration Association appoint this arbitrator and this appointment shall bind all Members.

3. Applicability of AAA rules.

Except as provided in section 13.2, all arbitrations under this section 12 shall be governed by the Rules of Commercial Arbitration of the AAA.

**Section 13.** Term, etc.

1. Term and termination.

The term of this Agreement shall begin on the Effective Date and shall end upon the earlier of:

- a. the date on which the L.L.C. is terminated under this Agreement or under other applicable law; or
- b. the date on which a majority of the Members agree to terminate it.

2. Survival of certain rights and duties.

The rights and duties of the parties under Section 10 (relating to confidential information) and section 12 (relating to arbitration) shall survive the termination of this Agreement.

**Section 14.** Number of votes of Members; Voting requirements

- 1. On each LLC matter, each member shall have one vote equal to his/her percentage of member/ownership interest. A majority of member votes shall control.

**Section 15.** Incorporation of Exhibit; entire agreement; amendments.

- 1. Incorporation of Limited Liability Company Certificate of Organization, and the Table of Capital Contributions (Exhibit Page 6"A") are hereby incorporated in this Agreement and made an integral part of it.



2. Entire agreement.

This Agreement contains the complete agreement between the Members concerning its subject matter, and it supersedes any earlier agreements among them concerning its subject matter.

3. Amendments.

No amendment of this Agreement or of the Certificate shall be valid except in writing signed by all the Members.

**Section 16.** Applicability of the Act.

Except as otherwise expressly provided in this Agreement and in the Certificate, all provisions of the Act as now in effect and as amended from time to time shall apply in the Agreement as if fully incorporated herein.

**Section 17.** Notices.

All notices under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. Mail, return receipt requested, to the Members at their respective addresses as stated on the first page of this Agreement. A Member may change the Member's address for purposes of this section 17 at any time upon reasonable notice to the other Members. Notices shall be deemed to have been received when actually received.

**Section 18.** Governing law; forum.

1. Governing law.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

2. Forum.

Except to the extent that a Member or the L.L.C. seeks injunctive relief with respect to any matter relating to the L.L.C., all disputes among the Members relating to this Agreement shall be finally resolved by arbitration under section 12 of this Agreement.

**Section 19.** Captions.

Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing any of its provisions.

**Section 20.** Access of Members to legal advice.

Each Member acknowledges that, before signing this Agreement and accepting its terms, the Member has had every reasonable opportunity to consider these terms and to review them with the Member's attorney.



**SIGNATURES AND DATES**

In witness of his acceptance of the above terms and conditions, the parties have duly signed and dated this Agreement as follows:

  
\_\_\_\_\_  
Mark Angluin, Member/Manager

February 8, 2022

SCHEDULE "A"

MEMBER	OWNERSHIP PERCENTAGE	INITIAL CONTRIBUTION
Mark Angluin	100%	services as member/manager



**CERTIFICATE OF MANAGER  
MARKET AL FRESCA, LLC**

The undersigned, Mark Angluin, Manager of Market Al Fresca, LLC , a Massachusetts Limited Liability Company (the "LLC"), established by Agreement dated February 8, 2022, with a principal office at 1768 Main Street, Unit 1, Tewksbury, Massachusetts, hereby authorizes the Manager to complete, submit and take any and all action required to obtain a Liquor License in the name of Market Al Fresca LLC d/b/a The Market Al Fresca, located at 1768 Main Street, Unit 1, Tewksbury, Massachusetts and authorizes the Manager to execute any and all documents necessary to effectuate said sale and further represent under oath the following:

1. Said Limited Liability Company was effective in the Commonwealth of Massachusetts on February 8, 2022.
2. The principal place of business of said Limited Liability Company is: 1768 Main Street, Unit 1, Tewksbury, Massachusetts.
3. I am the sole manager of said Limited Liability Company and have not resigned or been removed as manager.
4. Said Limited Liability Company is now in full force and effect;
5. Said Limited Liability Company has not been altered modified, revoked or terminated.
6. There is no litigation pending or threatened restricting or enjoining or in any manner questioning or affecting the validity or enforcement of the title of the Manger of the Limited Liability Company.

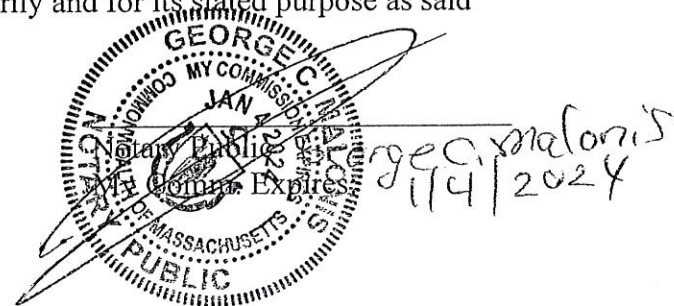
In Witness Whereof, Market Al Fresca, LLC has caused its corporate seal to be hereto affixed and these present to be signed in its named and behalf by Mark Angluin, Manager.

  
Mark Angluin, Manager

Commonwealth of Massachusetts

Middlesex, ss.

On this 20 day of February, 2022, before me, the undersigned notary public, personally appeared Mark Angluin proved to me through satisfactory evidence, which was personally known, to be the person whose name is signed on this document and acknowledged to me that he signed it voluntarily and for its stated purpose as said Manager of Market Al Fresca, LLC .







The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

For the following transactions (Check all that apply):

- ☒ New License
- ☐ Change of Location
- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Transfer of License
- ☐ Alteration of Licensed Premises
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Pledge of Collateral (i.e. License/Stock)
- ☐ Change of Manager
- ☐ Change Corporate Name
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Management/Operating Agreement
- ☐ Change of Officers/  
Directors/LLC Managers
- ☐ Change of Ownership Interest  
(LLC Members/ LLP Partners,  
Trustees)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Change of Hours
- ☐ Other
- ☐ Change of DBA

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS  
TRANSMITTAL FORM ALONG WITH  
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358



**LEASE**

This Indenture of Lease made by and between Joseph A. Aubut, Jr., Trustee of 1768 Main Street Realty Trust u/d/t dated December 10, 1987, of P.O. Box 235, Tewksbury, Massachusetts (hereinafter “Landlord”) and Market Al Fresca LLC of 1768 Main Street, Unit 1, Tewksbury, MA (hereinafter called “Tenant”).

**Article I**

**Leased Premises**

In consideration of the rent and covenants herein set forth and contained, on the part of Tenant to be paid, performed and observed, Landlord does hereby demise and lease unto Tenant, Unit 1, 1768 Main Street, Tewksbury, Middlesex County, Massachusetts, consisting of not less than 7200 square feet, inclusive of certain common areas shared by the tenants of the plaza located at 1768 Main Street, Tewksbury, MA (which unit is hereinafter called the “Leased Premises”).

**Article II**

**Term and Extension**

TO HAVE AND TO HOLD the leased premises for a term of twelve (12) months beginning February 1, 2022 and ending January 31, 2023; provided, however, the tenant shall have the option to extend said term for an additional two years upon written notice to the Landlord given at least thirty (30) days prior to the termination date.

The Tenant shall have the right at the end of the then extant term hereof (so long as this lease has not theretofore terminated and Tenant is not then in default hereunder) and each term hereafter described to extend the term of this Lease for two (2) additional twelve (12) month terms; each term beginning February 1 and terminating the following January 31, continuing on an annual basis until the last term beginning February 1, 2024 and terminating January 31, 2025. Each upon the terms and conditions herein set forth provided in each case Tenant gives Landlord written notice thereof at least thirty (30) days prior to the end of the then extant term hereof. Tenant shall have the option of extending for additional years each upon the terms and conditions as agreed upon between Tenants and Landlord.

**Article III**

**Payment of Rent**

Payment to be made on the first day of the month, beginning on February 1, 2022 (and shall be pro rated to the day following the receipt of occupancy certificate). Checks



should be made payable to Joseph A. Aubut, Jr., Trustee of 1768 Main Street Realty Trust.

Rent: \$13.00 per square foot per month plus proportionate share of real estate taxes for the first year; \$14.00 per square foot per month plus proportionate share of real estate taxes for the second year; \$15.00 per square foot per month plus proportionate share of real estate taxes for the third year. Cam charges fixed for the term of lease at a rate of \$2.50 per square foot shall also be paid by Lessee.

The initial six (6) month lease period shall be rent free and cam free to accommodate construction efforts. Furthermore, Buyer/Lessee will not be not be responsible for real estate taxes associated with the “market space” during this period. Rental payments shall begin upon receipt of the Occupancy Certificate, and the lease inception date shall be reflected as on the day following receipt of the occupancy certificate. Buyer agrees to exercise due diligence with respect to the completion of the construction efforts. Tenant covenants and agrees with Landlord to pay fixed annual rent during the original term of this Lease and during the optionally extended term (if such options are exercised) as follows:

Period	Year	Monthly Payment	Total per year
Original Term	2022*	\$7800	\$ 93,600
Option #1	2023	\$8400	\$100,800
Option #2	2024	\$9000	\$108,000

\*Original term affected by rent free construction period.

Article IV

Insurance

Tenant shall procure and maintain throughout the term of this Lease and any extension thereof the following insurance (written by an insurance company qualified and licensed to do business in Massachusetts, and reasonably acceptable to Landlord) insuring Landlord and Tenant as their interests may appear as follows:

1. Fire insurance with usual extended coverage endorsements in an amount at least equal to the full insurable value of such improvements as are from time to time constructed on the Leased Premises.
2. Comprehensive liability insurance covering all claims and damages for any injury to person or property which may be claimed to have occurred on the Leased Premises (including any improvements thereof), or on the sidewalk or ways adjoining the Leased Premises, in amounts not less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) Dollars for property damage, ONE MILLION and 00/100 (\$1,000,000.00) Dollars for injury or death of one person, and TWO MILLION and 00/100



(\$2,000,000.00) Dollars for injury or death of more than one person in any single accident.

Article V

Utilities and Other Charges

Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for the consumption of utilities and other services on the Leased Premises, whether called a charge, tax, assessment, fee or otherwise, including water or sewer use charges or both, if any, all such charges to be paid as the same from time to time come due.

Article VI

Personal Guaranty

MARK ANGLUIN agrees to personally guaranty all the provisions contained in this Lease.

Article VII

Additional Provisions

Tenant shall at Tenant's expense obtain any and all permits necessary to operate a retail food and beverage market.

Landlord shall, at Landlord's expense complete permitting process associated with the parking lot reconfiguration.

Witness our hands and seals this 12th day of February, 2022.

Witness

Joseph A. Aubut, Jr. Trustee  
1768 Main Street Realty Trust  
Landlord

Witness

Mark Angluin, Member  
Tenant

Witness

Mark Angluin, Individually



D

The Commonwealth of Massachusetts  
William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Organization  
(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

ARTICLE I

The exact name of the corporation is:

Alfresca Italian Ristorante, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, \* if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	200,000			

\*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

**ARTICLE IV**

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

See Exhibit A attached hereto

**ARTICLE V**

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

See Exhibit B attached hereto

**ARTICLE VI**

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See Exhibit C attached hereto.

*Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.*



ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

Not applicable.

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
1768 Main Street, Tewksbury, MA 01876
- b. The name of its initial registered agent at its registered office:  
Mark Angluin
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Mark Angluin, 33 Lillian Terrace, Dracut, MA 01826

Treasurer: Mark Angluin, 33 Lillian Terrace, Dracut, MA 01826


Secretary: Mark Angluin, 33 Lillian Terrace, Dracut, MA 01826

Director(s): Mark Angluin, 33 Lillian Terrace, Dracut, MA 01826

- d. The fiscal year end of the corporation:  
December 31
- e. A brief description of the type of business in which the corporation intends to engage:  
A restaurant and lounge
- f. The street address of the principal office of the corporation:  
1768 Main Street, Tewksbury, MA 01876
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:  
1768 Main Street, Tewksbury, MA 01876, which is  
(number, street, city or town, state, zip code)

- ☒ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office.

Signed this 21 day of March, 2012 by the incorporator(s):

Signature: 

Name: Mark Angluin

Address: 33 Lillian Terrace, Dracut, MA 01826

**The Commonwealth of Massachusetts**  
William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

**Attachment Sheet**

**EXHIBIT A**

The Total number of shares of all classes of stock which the corporation shall have authority to issue is 200,000 shares, consisting of 200,000 shares of Common Stock, \$.00 par value per share ("Common Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the corporation.

**A. COMMON STOCK**

1. General. The voting, dividend and liquidation of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be designated by the Board of Directors upon any issuance of the Preferred Stock of any series.
2. Voting. The holders of the Common Stock are entitled to one vote for each share held at all meetings of stockholders (and written actions in lieu of meetings). There shall be no cumulative voting.
3. Dividends. Dividends may be declared and paid on the Common Stock from funds lawfully available there for as and when determined by the Board of Directors and subject to any preferential dividend rights of any then outstanding Preferred Stock.
4. Liquidation. Upon the dissolution of the corporation, whether voluntary or involuntary, holders of Common Stock will be entitled to receive all assets of the corporation available for distribution of its Stockholders, subject to any preferential rights of any then outstanding Preferred Stock.



**The Commonwealth of Massachusetts**

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

**Attachment Sheet**

**EXHIBIT B**

**RESTRICTION OF THE TRANSFER OF STOCK**

Any stockholders, including the heirs, assigns, executors or administrators of the deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors in the manner following:

He shall notify the directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The directors shall within thirty (30) days thereafter either accept the offer, or by notice to him in writing, name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the Directors shall have sixty (60) days within which to purchase the same at such valuation, but if at the expiration of sixty (60) days, the corporation shall not have exercised the right to purchase, the owner of stock, after offering the stock to remaining individual shareholders, shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred in the books of the corporation until these provisions have been complied with, but a majority of the Board of Directors may in any particular instance, waive these requirements.

In the event the corporation does not choose to purchase the stock, any stockholder desiring to sell or transfer such stock owned by him, shall then offer it to the remaining stockholders in the same manner set out above.



**The Commonwealth of Massachusetts**

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

**Attachment Sheet**

**EXHIBIT C**

**LIMITATIONS ON AUTHORITY**

Notwithstanding any other provisions of these Articles and any other provision of law that otherwise empowers the Corporation, and so long as any obligations secured by the Property pursuant to the first lien mortgage (the "Mortgage") remain outstanding and not paid in full, the Corporation shall not, without the unanimous consent of the Board of Directors, do any of the following:

- (i) engage in any business or activity other than those set forth in Article II of the Articles of Organization;
- (ii) Incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the Mortgage and indebtedness permitted therein and normal trade accounts payable in the ordinary course of business;
- (iii) dissolve or liquidate in whole or in part;
- (iv) consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entity to any entity;
- (v) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institutions or bankruptcy or insolvency proceedings against the Corporation, or file a petition seeking or consenting to reorganize or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, or assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of the property of the Corporation, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action; or
- (vi) amend Articles II and VI of the Articles of Organization;

So long as any obligation secured by the Mortgage remains outstanding and not paid in full, the Corporation shall have no authority to take any action in items (i) through (iv) and (vi) above without the written consent of the holder of the Mortgage.



**The Commonwealth of Massachusetts**  
William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

**Attachment Sheet**

**SEPARATENESS/OPERATIONS MATTERS**

The Corporation shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintains its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) hold regular Board of Director's and stockholder meetings, as appropriate, to conduct the business of the Corporation, and observe all customary organizational and operational formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates and maintain a sufficient number of employees in light of its contemplated business operations;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;
- (h) conduct business in its own name, and use separate stationary, invoices and checks;
- (i) not commingle its assets and funds with those of any other person;
- (j) not assume, guarantee or pay the debts or obligations of any other person;
- (k) pay its own liabilities out of its own funds;
- (l) not acquire obligations or securities of its members;
- (m) not pledge its assets for the benefit of any other entity or make any loans or advances to any entity;



**The Commonwealth of Massachusetts**

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

**Attachment Sheet**

- (n) correct any known misunderstandings regarding its separate identity;
- (O) maintain adequate capital in light of its contemplated business operations; and
- (P) maintain all required qualifications to do business in the state in which the Property is located.

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or any class of stockholders:

**LIMITATION OF DIRECTOR LIABILITY**

A director of this corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, notwithstanding any provision of laws imposing such liability, except for liability (i) for any breach of the director's duty of loyalty to the corporation or stockholders, (ii) for acts or omissions both in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Chapter 156D of the Massachusetts General Laws or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

**INDEMNIFICATION**

1. The corporation shall, to the fullest extent permitted by the applicable provisions of Chapter 156D of the Massachusetts General Laws, as amended from time to time, Indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was, or has agreed to become, a director or officer of the corporation, or is or was serving, or has agreed to serve, at the request of the corporation, as a director or officer of, or in a similar capacity with, another organization or in any capacity with respect to any employee benefit plan of the corporation, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorney fees), judgments, fines and amounts paid in settlement incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, unless such person shall be finally adjudicated in such action, suit or proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation or, to the extent such matters relates to service with respect to an employee benefit plan, in the best interest of the participants or beneficiaries of such



## The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
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### Attachment Sheet

employee benefit plan.

2. Notwithstanding the provisions of Section I supra, in the event that a pending or threatened action, suit or proceeding is compromised or settled in a manner which imposes any liability or obligation upon any person in a matter for which such person would otherwise be entitled to indemnification hereunder, no indemnification shall be provided to such person with respect to such matter if it is determined, pursuant to Section 4 infra, on the basis of facts known at that time (without independent investigation), that such person did not act in good faith in the reasonable belief that his action was in the best interests of the corporation or, to the extent such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan.

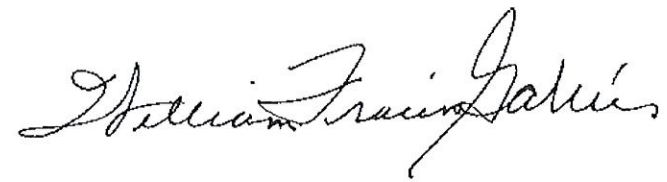
3. Indemnification may include payment by the corporation or expenses in defending an action or proceeding in advance of the final disposition of such action or proceeding upon receipt of an undertaking by the person indemnified to repay such payment if it is ultimately determined that such person is not entitled to indemnification under these Indemnification provisions, which undertaking may be accepted without reference to the financial ability of such person to make such repayment.

4. Any determination of whether a person is entitled to indemnification pursuant to Section 2 supra shall be made by: (a) majority vote of a quorum of the directors of the corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), (b) if no such quorum is obtainable, a majority vote of a committee of two or more disinterested directors, (c) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, (d) independent legal counsel (who may be regular legal counsel to the corporation) appointed for such purpose by vote of the directors in the manner specified in clause (a) or (b) above, or (e) a court of competent jurisdiction.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears  
that the provisions of the General Laws relative to corporations have been complied with,  
and I hereby approve said articles; and the filing fee having been paid, said articles are  
deemed to have been filed with me on:

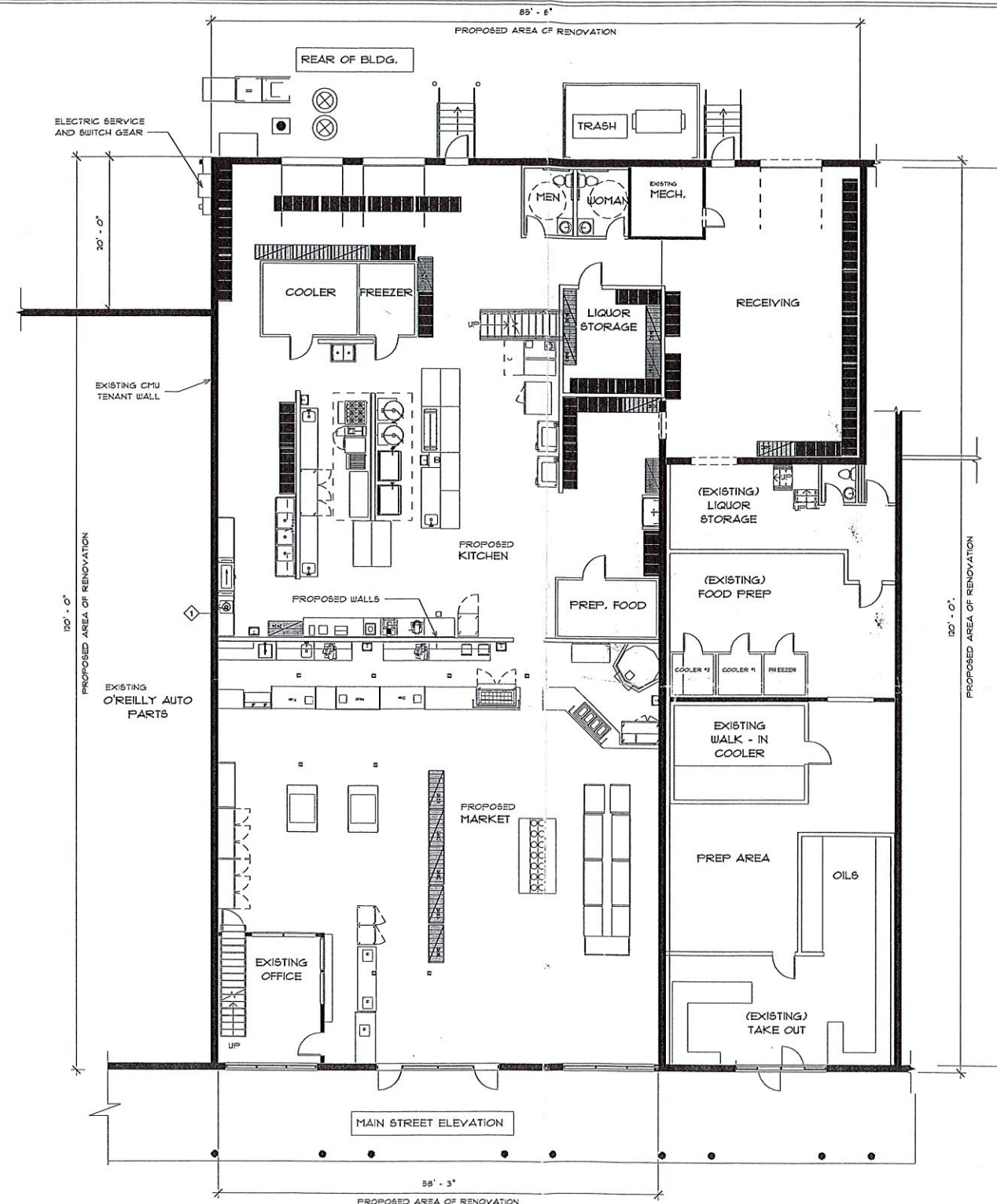
May 21, 2012 01:32 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*





SQUARE FOOTAGE BREAKDOWN	
NEW MARKET AREA	8,132 +/- SQ.FT.
EXISTING MARKET AREA	2,503 +/- SQ.FT.
FOR A TOTAL AREA	10,635 +/- SQ.FT.

WALL LEGEND	
	EXISTING WALLS TO REMAIN
	PROPOSED WALL



PROPOSED PLAN FOR:  
**AL FRESCA RISTORANTE**  
 1768 MAIN STREET  
 TEWKSBURY, MA 01876  
 DATE: JANUARY 28, 2022

① Level 1 - LIQUOR LICENSE  
 1/8" = 1'-0"

DESIGNED BY:  
**GAVIN AND SULLIVAN ARCHITECTS, INC.**

128 WARREN STREET  
 LOWELL, MA 01852



# Town of Tewksbury

TOWN HALL  
1009 MAIN ST  
TEWKSBURY, MASSACHUSETTS 01876

## OFFICE OF TOWN CLERK

DENISE GRAFFEO, CMC/CMMC  
TOWN CLERK



Phone: 978-640-4355  
Fax: 978-851-8610  
dgraffeo@tewbury-ma.gov

March 4, 2022

Mr. Jay J. Kelly, Chairman  
Board of Selectmen  
1009 Main Street  
Tewksbury, MA 01876

Below is a list of additional Election Staff, to be appointed by the Board of Selectmen, through August 2022. These positions are necessary to fill vacancies which have occurred after the Board of Selectmen's original appointment of 2021-2022 Election Staff. All are Tewksbury registered voters.

Nancy Baumael	301 Mitchell G Drive	
Heather D. Cuneo-Burns	111 Deering Drive	
Lisa E. Driscoll	65 Oak Road	
Meredith K. Fahey	437 Rogers Street	Disclosure
Kenneth W. Foley	100 Prospect Hill Drive	
Shirley A. Foley	100 Prospect Hill Drive	
Peter Foster	156 Marshall Street	
Denise L. Frost	90 New Jersey Road	
Jeanne M. Hogan	60 Briarwood Road	
Christine E. Kinnon	90 Lynne's Way	
Richard Lerman	51 Prospect Hill Drive	
Joseph Lyons, Jr.	4 Cheshire Lane	
Kelly A. Pagliuca	14 Washington Street	
Niamh A. Sheehan	23 Euclid Road	
Karen M. Wanders	8 Mark Road	

If any additional information is necessary, please let me know. Thank you in advance for your time and consideration.

Sincerely,

Denise Graffeo, CMC/CMMC  
Town Clerk



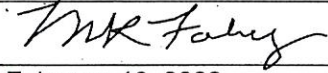
**DISCLOSURE BY MUNICIPAL EMPLOYEE  
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT  
AS REQUIRED BY G. L. c. 268A, § 20(b)**

MUNICIPAL EMPLOYEE INFORMATION	
Name of municipal employee:	Meredith K. Fahey
Title/ Position	Classroom Instructional Aide - TMHS
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization. Town of Tewksbury
Agency/ Department	School Department – TMHS
Agency Address	320 Pleasant Street, Tewksbury
Office phone:	978-640-7825
Office e-mail:	<a href="mailto:mfahey@tewksbury.k12.ma.us">mfahey@tewksbury.k12.ma.us</a>
	Check one: <input type="checkbox"/> Elected or <input checked="" type="checkbox"/> Non-elected
Starting date as a municipal employee.	August, 2018
<b>BOX # 1</b>  Select either STATEMENT #1 or STATEMENT #2.  Write an X beside your financial interest.	<b>ELECTED MUNICIPAL EMPLOYEE</b>  I am an elected municipal employee.  <input type="checkbox"/> <b>STATEMENT #1:</b> I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. <b>OR</b>  <input type="checkbox"/> <b>STATEMENT #2:</b> I will have a new financial interest in a contract made by a municipal agency.  <b>My financial interest in a municipal contract is:</b>  <input type="checkbox"/> I have a non-elected, compensated municipal employee position.  <input type="checkbox"/> A municipal agency has a contract with me.  <input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.  <input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
<b>BOX # 2</b>  Select either STATEMENT #1 or STATEMENT #2.  Write an X beside your financial interest.	<b>NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE</b>  I am a non-elected municipal employee.  <input type="checkbox"/> <b>STATEMENT # 1:</b> I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.  <b>My financial interest in a municipal contract is:</b>  <input type="checkbox"/> A municipal agency has a contract with me, but not an employment contract.  <input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.



	<p>-- OR --</p> <p><u>XX</u> <b>STATEMENT # 2:</b> I will have a <b>new</b> financial interest in a contract made by a municipal agency.</p> <p><b>My financial interest in a municipal contract is:</b></p> <p><u>XX</u> I have a non-elected, compensated municipal employee position.</p> <p><u>      </u> A municipal agency has a contract with me.</p> <p><u>      </u> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p><u>      </u> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.</p>
	<b>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</b>
Name and address of municipal agency that made the contract	Town of Tewksbury Town Clerk's Office 1009 Main Street Tewksbury, MA 01876
Please put in an X to confirm these facts.	<p>"My Municipal Agency" is the municipal agency that I serve as a municipal employee.</p> <p>The "contracting agency" is the municipal agency that made the contract.</p> <p><u>  X  </u> My Municipal Agency is not the contracting agency.</p> <p><u>  X  </u> My Municipal Agency does not regulate the activities of the contracting agency.</p> <p><u>  X  </u> In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.</p> <p><u>  X  </u> The contract was made after public notice or through competitive bidding.</p>
FILL IN THIS BOX OR THE BOX BELOW	<p><b>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.</b></p> <p>- Please explain what the contract is for.</p> <p>Employed as a Classroom Instructional Aide within TMHS, and wish to serve as an Election Official.</p>
FILL IN THIS BOX OR THE BOX ABOVE	<p><b>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.</b></p> <p>- Please identify the person or entity that has the contract with the municipal agency.</p> <p>- What is your relationship to the person or entity?</p> <p>- What is the contract for?</p>
What is your financial interest in the municipal contract?	<p>- Please explain the financial interest and include the dollar amount if you know it.</p> <p>Election Inspector - \$14.25 Per hour</p>
Date when you acquired a financial interest	<b>Upon Approval.</b>



What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. N/A
Date when your immediate family acquired a financial interest	N/A
Write an X to confirm each statement.	<b>FOR A CONTRACT FOR PERSONAL SERVICES –</b>  <b>Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).</b>  I will have a contract with a municipal agency to provide personal services.  <input checked="" type="checkbox"/> The services will be provided outside my normal working hours as a municipal employee.  <input checked="" type="checkbox"/> The services are not required as part of my regular duties as a municipal employee.  <input checked="" type="checkbox"/> For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	
Date:	February 18, 2022

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.  
SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

**FOR CONTRACTS FOR PERSONAL SERVICES ONLY:**

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

**CERTIFICATION BY HEAD OF CONTRACTING AGENCY**

	<b>INFORMATION ABOUT HEAD OF CONTRACTING AGENCY</b>
Name:	Denise Gratteo
Title/ Position	Town Clerk
Municipal Agency:	Elections
Agency Address:	1009 Main St. Tewksbury, MA 01876
Office Phone:	978-640-4355
	<b>CERTIFICATION</b>
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	Denise Gratteo
Date:	3/3/22

**APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN,  
BOARD OF SELECTMEN OR TOWN COUNCIL**

	<b>INFORMATION ABOUT APPROVING BODY</b>
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	<b>APPROVAL</b>
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.  
File disclosure, Certification and Approval with the city or town clerk.





4

February 23, 2022

Jennie Welch, Community Service Officer  
Town of Tewksbury  
11 Town Hall Avenue  
Tewksbury, MA 01876

Re: Charitable Contribution

Dear Ms. Welch,

Salem Five Bank is pleased to contribute the enclosed check for \$600.00 in sponsorship of the patches for Autism awareness by the Flutie Foundation.

Salem Five contributes every day to helping build stronger, more vibrant and prosperous communities. We do this through civic leadership, the volunteer efforts of our employees who are deeply involved in our local communities, lending programs that help people build and maintain their homes and businesses, and through the ongoing financial support from the Salem Five Charitable Foundation.

Since 1855, Salem Five Bank has been continuously building on a strong foundation of philanthropy. We are firmly committed to having a positive impact on the quality of life in our area, and are proud to offer a source of support to non-profit organizations on which a great many people in our area depend.

We applaud your important and meaningful efforts on behalf of our communities.

Best regards,

A handwritten signature in black ink, appearing to read "Ping Yin Chai".

Ping Yin Chai  
President and CEO

Enclosure  
mhn



Salem Five

210 ESSEX ST  
SALEM, MA 01970

DATE  
2/23/2022

38412

AMOUNT  
\$600.00\*\*

PAY Six Hundred and 00/100 DOLLARS

TO THE ORDER OF TOWN OF TEWKSBURY

11 TOWN HALL AVE  
TEWKSBURY, MA 01876

*Ray G. Clark*

⑈038412⑈ ⑆211370558⑆ 730000338⑈

Security features. Details on back.



TOWN OF TEWKSBURY

38412

02/23/2022

Document Date	Document Number	Description	Base Amount	Net Amount
2/23/2022	6953	JOEY FUND	\$600.00	\$600.00
		Total	\$600.00	\$600.00

*Copy to Laura*



**Article Clause 17D**

To see if the Town will vote to authorize the Board of Selectmen to file with the Great and General Court of the Commonwealth of Massachusetts a Home Rule Petition to allow the Town to increase the exemption amount under MGL Ch59 Section 5, Clause 17D from the sum of one hundred and seventy-five dollars, to the sum of five hundred dollar and change the age of seventy to sixty-five who has owned and occupied as a domicile and allow the town to increase the that the whole estate, real and personal, of such spouse, person or minor does not exceed in value from the sum of forty thousand dollars to fifty-five thousand dollars. Further the Town will be allowed to increase both the exemption amount and the whole estate, real and personal, of such spouse, person, or minor by a percent not to exceed 5% as determined by the Board of Selectmen.

Further, to authorize the General Court to make changes of form only to this Home Rule Petition unless the Board of Selectmen authorizes any changes that are within the scope, intent and public purposes of this Home Rule Petition, and to authorize the Board to approve such changes. This act shall expire 3 years after the implementation of the exemption.

**Article Clause 22**

To see if the Town will vote to authorize the Board of Selectmen to file with the Great and General Court of the Commonwealth of Massachusetts a Home Rule Petition to allow the Town to increase the exemption amount under MGL Ch59 Section 5, Clause 22 from the sum of \$400 to \$600. Further the Town will be allowed to increase both the exemption amount and the whole estate, real and personal, of such spouse, person, or minor by a percent not to exceed 5% as determined by the Board of Selectmen.

Further, to authorize the General Court to make changes of form only to this Home Rule Petition unless the Board of Selectmen authorizes any changes that are within the scope, intent, and public purposes of this Home Rule Petition, and to authorize the Board to approve such changes. This act shall expire 3 years after the implementation of the exemption.